

PLAINTIFF'S PROPOSED SPECIAL VERDICT FORM

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

)	
THE UNITED STATES for the use of)	
GMW Fire Protection, Inc.,)	
an Alaska Corporation,)	
)	
Plaintiff,)	
v.)	
)	
KANAG'IQ CONSTRUCTION CO., INC.,)	
an Alaska Corporation and)	
WESTERN SURETY COMPANY, a)	
South Dakota Corporation,)	
)	
Defendant.)	
_____)	Case No. A-05-0170 CV (TMB)

SPECIAL VERDICT FORM

We, the jury in the above-entitled case, find the following special verdict submitted to us in the above-captioned case:

(1) Did the plaintiff and defendant enter into a contract?

Answer "yes" or "no." Answer: _____

If you answered the above question "no," go to question 9 below. Do not answer questions 2 through 8.

However, if you answered "yes" to Question No. 1, then answer Question No. 2.

(2) Was there a unit price contract, or was the contract modified so that GMW was to be paid according to the price schedules and invoices it supplied to Kanag'Iq?

Answer "unit price" or "price schedules and invoices"

Answer: _____

If you answered "unit price," then answer question 3.

If you answered "price schedules and invoices," then answer question 8, do not answer questions 3 through 7.

(3) If there was a unit price contract that was not modified, did Kanag'Iq know that GMW was expecting payment

according to the price schedules and invoices it submitted yet fail to let GMW know that it did not intend to make such payment?

Answer, "yes" or "no." Answer: _____

If you answered yes, go to question 8, do not answer questions 4 through 7.

If you answered no, go to question 6.

(4) If there was a unit price contract that was not modified, did Kanag'Iq waive its right to insist on those terms?

Answer, "yes" or "no." Answer: _____

If you answered yes, answer question 8. Do not answer questions 5 through 7.

If you answered no, go to question 6.

(5) Did Kanag'Iq through its words or actions lead GMW to believe that it would pay according to the price schedules and invoices it received?

Answer, "yes" or "no." Answer: _____

If you answered yes, answer question 8. Do not answer questions 6 or 7.

If you answered no, go to question 6.

(6) If there was a unit price contract, who, if anyone, is owed money?

Answer: _____

If someone is owed money, answer question 7. If no-one is owed money, the foreman should sign the verdict form. You need answer no further questions.

(7) How much, if anything, is due to the party indicated in your answer to question 6?

Answer: \$_____

If you have placed a dollar amount on the line above, the foreman should sign the verdict form. You need not answer further questions.

If you decide no money is due, the foreman should sign the verdict form. You need not answer further questions.

(8) If GMW should have been paid according to the price schedules and the invoices submitted to Kanag'Iq, because that was part of the contract or because of conduct on Kanag'Iq's part that led GMW to believe that it was, how much money is owed to GMW by Kanag'Iq?

Answer: \$ _____

If you have placed a dollar amount on the line above, the foreman should sign the verdict form. Do not answer further questions.

(9) If there was no contract between the parties, is GMW entitled to payment according to jury instruction #___?

Answer, "yes" or "no." Answer: _____

If you answered yes, answer question 9.

If you answered no, the foreman should sign the verdict form, and you need answer no further questions.

(9) To how much money is GMW entitled?

Answer: \$ _____

DATED at Anchorage, Alaska, this _____ day of January, 2008.

Foreperson of the Jury